

**DOCUMENT RESUME**

03627 - [1.2653817]

[Protest Alleging Inflated Estimates of Requirements Was Untimely]. E-189943. September 19, 1977. 2 pp.

Decision re: Columbia Loose Leaf Corp.; by Paul G. Dembling, General Counsel.

Issue Area: Federal Procurement of Goods and Services (1900).  
Contact: Office of the General Counsel: Procurement Law II.  
Budget Function: General Government: Other General Government (806).

Organization Concerned: General Services Administration.  
Authority: 4 C.F.R. 20.2(b)(1). E-187528 (1976). B-188060 (1977).

The low bidder on all items of a requirements type contract claimed that inflated estimates of requirements had the effect of denying it the award on some items. Since the alleged defect was apparent from the face of the bid and the protest was not received until after bid opening, the protest was untimely. (Author/HTW)

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**DECISION**



R. E. ...  
27.12.77  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-189943

**DATE:** September 19, 1977

**MATTER OF:** Columbia Loose Leaf Corp.

**DIGEST:**

Protest as to validity of quantity estimates in solicitation for requirements type contract filed after bid opening is untimely under GAO Bid Protest Procedures.

Columbia Loose Leaf Corp. (Columbia) protests the accuracy of various Government estimates for loose leaf binders which were inserted in the schedule of items in a General Services Administration (GSA) solicitation, Invitation for Bids (IFB) No. FP00-EC-49040-A, for a requirements type contract.

Columbia was the low bidder for all of the items, however, award was made to Columbia for only some of the items (62 percent) because GSA believed the firm was not capable of furnishing all quantities of all items.

GSA's peak monthly requirements for the items awarded to Columbia were estimated at 224,236. The peak monthly requirements for the remaining items on which Columbia was the low bidder was estimated at 141,517. Columbia contends that the Government estimates and the corresponding monthly supply potential (MSP) indicated in its bid have been "substantially over estimated." It contends that an examination of its own supply records as the incumbent contractor under the prior contract for substantially the same items reveals that the MSP figures and Government estimates are overstated in this case. Columbia further states that orders from GSA under the partial award of the instant IFB have fallen below the MSP and Government estimates in the schedule.

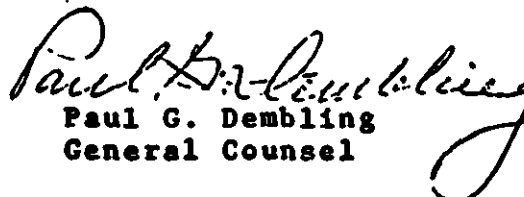
B-189943

Columbia's protest, essentially, is a complaint against what it believes is an inflated estimate of GSA's requirements which in turn has had the unanticipated effect of denying Columbia the award for other items for which it was low bidder. Columbia asks our Office to direct GSA to make an award to it for one additional item to make up for the inflated estimates.

Section 20.2(b)(1) of our Bid Protest Procedures, 4 C.F.R. § 20.2(b)(1) (1977), provides that "Protests based on alleged improprieties in any type of solicitation which are apparent prior to bid opening \* \* \* shall be filed (received at GAO) prior to bid opening." Here the allegedly erroneous estimated peak monthly requirements and the requirements for the contract period were inserted in the IFB schedule of items. Inasmuch as the alleged defect was apparent from the face of the bid, and the protest was not received until after bid opening, the protest is untimely. Huck Manufacturing Company, B-187528, November 17, 1976, 76-2 CPD 432.

We note that Columbia was referred to the Small Business Administration (SBA) for a certificate of competency (COC) as to its capacity to provide the remaining items. On August 24, 1977, the SBA declined to issue a COC because the firm failed to submit required documentation. We have been informally advised by SBA that in the course of a COC determination it would consider the validity of the Government estimate for a requirements contract and how the estimate impacts upon the firm's capacity to perform, if the COC applicant raises the issue with SBA. In any event this Office does not review SBA's COC determinations and may not require issuance of a COC or reopening of a case if a COC is denied. Commercial Envelope Manufacturing Company, Inc., B-188060, January 24, 1977, 77-1 CPD 50.

Accordingly, the protest is dismissed.

  
Paul G. Dembling  
General Counsel